

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY			CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 11)		
CODE			FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED				16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)				(Signature of Contracting Officer)				

Amendment 0001 is issued to revise RFP DOC52PAPT0601001 as follows:

- 1. Delete clause E.2. "Quality Assurance Surveillance Plan" in its entirety and replace with the following:*

E.2. Quality Assurance Surveillance Plan

The Government Quality Assurance Surveillance Plan (QASP) will be negotiated with the contractor at the time of contract award and will incorporate the contractor's proposed quality control plan. The QASP is designed to ensure quality assurance in order to meet the quality standards specified in Sections B and C. (See Section L.4.5 for proposal requirements.)

- 2. Reference is made to clause F.3, "Ordering Procedures." Subparagraph A is deleted and replaced with the following:*

- A. As required to order services within the scope of this contract, the Contracting Officer will issue funded task orders.

- 3. Reference is made to clause H.1 "Option to Extend The Term of the Contract." Subparagraph (a) is deleted and replaced by the following:*

(a) The Government may extend the term of this contract by written notice to the Contractor at any time up to the expiration of the current period of performance, provided that the Government gives the Contractor a written notice of its intent to extend at least 60 days before the contract expires. The notice does not commit the Government to an extension.

- 4. Reference is made to clause H.4 "Government Holidays." The last paragraph of the clause, beginning with "The Contractor shall" and ending with "has been authorized" is hereby deleted and replaced with:*

Insert:

The above listed Government Holidays are provided for your information. Government premises will not be open on Government holidays, nor on any other day designated as a holiday by federal statute, Executive Order, or Presidential proclamation. Similarly, Government premises will not be open when Federal employees are released from work due to inclement weather conditions or emergencies.

- 5. Reference is made to Clause H9, "Secrecy and Usage of Patent Information," 4th paragraph:*

Delete the sentence beginning with, “All personnel having” and ending with, “signed in writing.”

Replace with:

“All personnel having access to patent application files or data or information concerning the same, must take the following oath or affirmation, and sign it in writing.”

6. *Clause I3 “Order Limitations” as stated in the RFP is hereby deleted in its entirety and replaced with the following revised clause I3:*

I3 ORDER LIMITATIONS

- i. Minimum order. When the Government requires supplies or services covered by this contract in an amount with a value of less than \$300 (calculated using the quantities and unit prices in Section B), then the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- ii. Maximum order. The Contractor is not obligated to honor:
 - 1. Any order for a single item in excess of the maximum stated per CLIN (See Section B);
 - 2. Any order for a combination of items in excess of the total award value (exclusive of options); or
 - 3. A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph 1 or 2 above.

7. *Insert the following as H11:*

INDEFINITE QUANTITY

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract

shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the expiration of the contract's ordering period.

(End of clause)

8. *Reference is made to clause H3 "Key Personnel".*

Delete: "Section L.3.4"

Insert: "Section L.4.4"

9. *Provision L13 "Award Without Discussions," is hereby deleted in its entirety.*

10. *Reference is made to provision L.4.5. "Quality Assurance Plan" (Factor E), subparagraph (1), 2nd sentence.*

Delete the 2nd sentence and replace with:

This system will ensure the attainment of the Acceptable Performance Level in Sections B and C for each CLIN.

11. *Delete provision M4 "Award Without Discussions," in its entirety and replace with:*

Insert:

M4 Revised Award Without Discussions

The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions will be conducted as described in the Patent and Trademark Office Acquisition Guideline (PTAG), as opposed to the procedures outlined in FAR 15.306(d). In accordance with the PTAG, negotiations will be conducted with the most highly rated offeror only. Negotiations with the next highest ranked offeror will only be conducted if unable to reach agreement with the most highly ranked offeror.